

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MARYLAND
(SOUTHERN DIVISION)**

DC CONCERT PRODUCTIONS, INC.,

*

Plaintiff/Counter-Defendant,

*

Case No. 8:12-CV-00887-PJM

v.

*

GREENBRIER HOTEL CORPORATION,

*

Defendant/Counter-Plaintiff.

*

* * * * *

**DC CONCERT PRODUCTIONS, INC.'S
MOTION FOR SUMMARY JUDGMENT**

Pursuant to Federal Rule of Civil Procedure 56 and Local Rule 105, Plaintiff/Counter-Defendant DC Concert Productions, Inc. ("DC Concert") hereby moves for summary judgment in its favor upon (1) DC Concert's breach of contract claim against Defendant/Counter-Plaintiff Greenbrier Hotel Corporation ("The Greenbrier") and (2) The Greenbrier's Counterclaim against DC Concert.

1. The Greenbrier contracted with DC Concert to serve as The Greenbrier's exclusive organizer and producer for The Greenbrier's annual summer concert series beginning in 2011 and extending through the year 2015.

2. If The Greenbrier was dissatisfied with DC Concert's inaugural performance in organizing and producing the 2011 series, The Greenbrier was permitted to terminate the exclusive engagement by providing written notice of termination to DC Concert no later than August 29, 2011, thirty (30) days after the date of the last concert of the 2011 series.

3. Absent compliance with the termination provision, the exclusive engagement remained in place through 2015.

4. DC Concert organized and produced the 2011 concert series, which was a success, and The Greenbrier never provided DC Concert with notice terminating the exclusive engagement, written or otherwise, within the thirty-day termination period.

5. The Greenbrier, however, did not continue its relationship with DC Concert when organizing and producing the 2012 and 2013 concert series.

6. The Greenbrier, therefore, has breached, and remains in breach, of its exclusive engagement with DC Concert, and DC Concert, as a result of the breach, has sustained damages of not less than \$542,195.87.

7. Upon serving its lawsuit upon The Greenbrier, The Greenbrier filed a Counterclaim against DC Concert vaguely contending that DC Concert breached its obligations to The Greenbrier.

8. Based upon testimony by The Greenbrier's corporate designee who admitted that DC Concert had not breached its obligations, it is clear that The Greenbrier's Counterclaim is without legal basis.

9. Submitted along herewith, and incorporated herein, is DC Concert's Memorandum in Support of its Motion for Summary Judgment.

WHEREFORE, it is respectfully requested that the Court enter summary judgment in favor of DC Concert's on its breach of contract claim and award DC Concert damages of no less than \$542,195.87 and it is further requested that the Court enter summary judgment in favor of DC Concert upon The Greenbrier's Counterclaim.

April 18, 2013

Respectfully submitted,

/s/ James B. Astrachan

James B. Astrachan
Christopher J. Lyon
Astrachan Gunst Thomas
217 East Redwood Street
Suite 2100
Baltimore, Maryland 21202

410.785.3550 telephone

410.783.3530 facsimile

Attorneys for Plaintiff